

Section G

CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY – CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

G.1.1 Contracting Officer

- A. The Contracting Officer for administration of this contract is:

[TO BE NAMED AT TIME OF AWARD]

The telephone number for the Contracting Officer is: () .

- B. The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approved any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Service Provider makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.
- C. Contractual problems, of any nature, which might occur during the life of the contract must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation), and must be referred to the Administrative Contracting Officer (ACO) for resolution. Only the ACO is authorized to formally resolve such problems. Therefore, the Service Provider is hereby directed to bring all such contractual problems to the immediate attention of the ACO. Any request for contract changes/modification shall be submitted to the ACO.
- D. The ACO has designated the Contracting Officer's Technical Representative (COTR) to act as a technical representative of the ACO for the purpose of inspection and accepting the Service Provider's work and assisting the ACO in the administration of this contract. The name of this individual, duties, and limitations will be furnished to the Service Provider in writing prior to start of contract performance. The COTR is not authorized to make any representations or commitments of any kind on behalf of the ACO or the Government. The COTR does not have authority to alter the Service Provider's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the ACO.

G.1.2 1052.201-70 Contracting Officer's Technical Representative (COTR) DESIGNATION AND AUTHORITY (MAR 2002)

- (a) The contracting officer's technical representative is:

[TO BE NAMED AT TIME OF AWARD]

- (b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical

direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 - (1) constitutes a change of assignment or additional work outside the specifications(s)/work statement;
 - (2) constitutes a change as defined in the clause entitled "Changes";
 - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
 - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
 - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

NOTE: The Government may change The COTR assignment for this contract at any time without prior notice to the Service Provider. The Service Provider, however, will be notified in writing of such change as soon as practicable.

G.1.3 Assistant COTRs

The same duties and restrictions apply to the Assistant COTRs as to the COTR as described above. The locally assigned Assistant COTR will be the Service Provider's On-site Project Manager local point of contact. Performance issues will be reported to the COTR by the Assistant COTR for resolutions.

[NAMES WILL BE PROVIDED PER SITE AT TIME OF AWARD]

G.1.4 Inspectors

IRS Contract Inspectors are subordinates of the COTR and are responsible for the day-to-day inspection and monitoring of the Service Provider's work. The responsibilities of the inspector include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; thoroughly documenting all defects or omissions, to assure they

are corrected; recommending contract actions based on nonperformance or unsatisfactory performance; and generally assisting the COTR in carrying out his responsibilities.

G.2 AUTHORITY – SERVICE PROVIDER PROGRAM MANAGER AND ON-SITE PROJECT MANAGERS

G.2.1. SERVICE PROVIDER PROGRAM MANAGER (*To be completed by offeror*)

The Service Provider shall provide a Program Manager who is authorized to be the overall contract administrator for this contract. This individual shall be empowered to negotiate on behalf of the Service Provider for all modifications of the contract. The service provider may identify more than one employee with authority to bind the Service Provider Organization.

Name/Title: _____

Address: _____

Phone Number: _____

G.2.2 CONTRACT ON-SITE PROJECT MANAGERS -- (*To be completed by offeror*)

The Service Provider's designated on-site Project Managers are as follows:

Austin Campus is:

Name: _____

Address: _____

Phone Number: _____

Covington Campus is:

Name: _____

Address: _____

Phone Number: _____

Fresno Campus is:

Name: _____

Address: _____

Phone Number: _____

Ogden Campus is:

Name: _____

Address: _____

Phone Number: _____

Philadelphia Campus is:

Name: _____

Address: _____

Phone Number: _____

IRS Headquarters is:

Name: _____

Address: _____

Phone Number: _____

The Service Provider shall provide a full-time on-site Project Manager for each performance site who shall have the authority to make any contract technical decisions, or special arrangement regarding this contract. Each Project Manager shall be responsible for the overall management and coordination of their assigned performance site and shall act as the central point of contact with the Government for that particular site. The Project Manager shall have full authority to act for the Service Provider in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager shall meet the qualification requirements as stated in the PWS, paragraph 3.5.1. In addition, the Project Manager shall be able to fluently read, write, and speak the English language.

G.3. INVOICING INSTRUCTIONS:

- A. Monthly invoice for basic services shall be submitted in arrears. The Service Provider shall submit invoices to the following designated offices:
- (1) Original invoice shall be submitted to the designated billing office in Block 12 of the Standard Form 26;
 - (2) One (1) copy clearly marked as "**INFORMATION COPY**" shall be submitted to the respective Assistant COTR named in paragraph G.1.3 above; and
 - (3) One (1) copy clearly marked as "**INFORMATION COPY**" shall be submitted to the ACO named in paragraph G.1.1 above.
- B. PAYMENTS FOR ADDITIONAL SERVICES - Payment will be made on the basis of an invoice for the services, submitted to the Assistant COTR assigned to that particular site. Additional Services must be invoiced separately from the basic services monthly invoice and each invoice must have, at the minimum, the following information:
- The type of service (description of service rendered);
 - Total amount of billing with breakdown of costs;
 - Task Order number given at time order was placed;
 - A separate line item for subcontractor costs accompanied with receipts from subcontractors, if applicable;
 - Name of person who placed the order.

NOTE: Invoicing for additional services may be consolidated in one monthly invoice; provide that they are all completed in the same month.

NOTE: This provision is not applicable to the Agency Tender

G.4 DEDUCTION FOR FAILURE TO PERFORM MANDATORY SERVICES AS REQUIRED

G.4.1 CUSTOMER COMPLAINT PROGRAM

The IRS maintains a "Customer Complaint Program" as a means of documenting certain kinds of service problems. The Service Provider is an integral part of the ongoing efficient and effective operation of this program. Therefore, the Service Provider must cooperate fully and completely in the operation of this program. This cooperation will be evaluated as part of the overall performance and when considering deductions for performance.

G.5 QUALITY OF WORK REQUIRED

It is of the utmost importance that the Service Provider utilizes skilled, experienced, and productive manpower for all work under this contract. Failure to utilize such manpower may produce unsatisfactory results in the work performed and, therefore, may result in the IRS making PERFORMANCE DEDUCTIONS from the contractor's monthly invoice for unsatisfactory work, or for work not performed.

G.6 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

NOTE: This provision is not applicable to the Agency Tender

G.8 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

NOTE: This provision is not applicable to the Agency Tender

